

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_, herein after referred to as the Purchaser, and the United States of America, acting by and through the Forest Service, U.S. Department of Agriculture, hereinafter referred to as the Forest Service. This Agreement is hereby executed pursuant to provisions of the Forest Service Facility Realignment and Enhancement Act of 2005 (PL 109-54)

### **WITNESSETH:**

**WHEREAS**, a certain tract of land with improvements, as described in 'Exhibit A' attached hereto and made a part hereof, was offered for sale to the public at a minimum price of Two Hundred Ten Thousand Dollars (\$210,000.00); and

**WHEREAS**, the Purchaser offered the highest cash price of \$\_\_\_\_\_ for said property, and

**WHEREAS**, the Purchaser has deposited Five Thousand dollars (\$5,000.00) towards the total bid price, and

**WHEREAS**, the General Sales Terms and Conditions of the Offer require the Purchaser to bear the cost of certain work and services required to convey the tracts.

**NOW THEREFORE**, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

### **A. The Purchaser shall:**

1. Make payment in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) within 30 days of execution of this agreement, unless extended by mutual agreement. Said payment, along with the amount now held in deposit shall constitute full payment of the bid price for the property.
2. Bear the cost of any survey, if additional survey is needed. As of the date of this Agreement, no additional survey work has been identified.
3. Bear the cost of recordation services, and title insurance required or desired by the Purchaser.
4. Record the conveyance instrument(s) in the appropriate county land records.
5. Be solely responsible to obtain a county designated tax map and parcel number.

6. Be solely responsible to obtain appropriate zoning through the Town of McClellanville.

**B. The Forest Service shall:**

1. Remove any personal property and equipment that is not included in the sale, prior to date of closing.
2. Upon receipt of payment from the Purchaser for Tract F-12, cause to be executed and deliver to Purchaser a Quitclaim Deed conveying the herein described property. Such deed shall be prepared by the Forest Service. At closing the property shall be free and clear of all exceptions to title, liens, easements, covenants, restrictions, reservations, encumbrances, etc., except those listed in "Exhibit B", attached hereto and made a part hereof.

**C. Other Terms and Conditions:**

1. If the Purchaser fails to make the required payments by the date shown above, this agreement shall terminate of its own accord and the bid deposit of Five Thousand Dollars (\$5,000.00) shall be retained by the United States of America as liquidated damages.
2. The Purchaser understands that the Forest Service does not furnish title insurance for property it conveys, and if needed by the Purchaser, title insurance will be the responsibility of the Purchaser. Upon request, the Forest Service will provide a copy of the Federal Land Status Report showing any encumbrances or outstanding rights on the property, and a draft Quitclaim Deed for the property.
3. Both parties hereby certify they have no present knowledge of any undisclosed hazardous substances known to be present on the properties described herein, and further agree to immediately notify the other party of any such finding during the life of this agreement. Notwithstanding such notice, the Forest Service shall furnish a Environmental Assessment Report on the property described herein.
4. The Purchaser agrees that no representative or agent of the United States has made any representations or promises with respect to this Agreement not expressly contained herein.
5. The terms of this contract shall be binding on the Purchaser and the Forest Service, subject to the terms and conditions herein provided:
  - a. The Agreement is not terminated by mutual consent or upon such terms as may be provided in the Agreement.
  - b. No substantial loss or damage occurs to the Property from any cause.
  - c. No undisclosed hazardous substances are found on the Property prior to conveyance.



UNITED STATES OF AMERICA

Acting by and through the Forest Service  
U. S. Department of Agriculture

\_\_\_\_\_  
JEFFREY VAIL, Director - Lands, Minerals & Uses  
Southern Region

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

STATE OF GEORGIA  
COUNTY OF FULTON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, within my jurisdiction, the within named JEFFREY VAIL who acknowledged that he is Group Leader of Lands, Minerals & Uses, Southern Region, Forest Service, United States Department of Agriculture, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

<<SEAL>>

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## **'Exhibit A'**

### **Tract Description(s)**

One tract of 6.25 acres, more or less, located in the town of McClellanville, in Charleston County, South Carolina, being bounded on the northeast by the southeast edge of the 50 feet right of way of SC highway 179 (A.K.A. North Pinckney Road); on the southeast and southwest by Lots 9 thru 13 as shown on a plat by James R. Bagley, Jr., recorded in plat book Z116, page 229; on the west and northwest by the now or formerly Carolina Seafoods, Inc. (D.B. H156, Pg. 796), containing 6.25 acres more or less.

Tract F-12 was acquired from C. E. McClellan by deed recorded July 8, 1965 in Book H-83, Page 247 and Book Y-22, Page 177. The tract was acquired under the authority of the Dept. of Agriculture Organic Act of 1956.

## ‘Exhibit B’

### Exception(s) to Title

None

### Reservations

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the **UNITED STATES** gives notice that no hazardous substances have been released or disposed of for one year or more on the Property.

**GRANTOR** hereby covenants and warrants that it shall take any remedial action found to be necessary subsequent to the date of this conveyance regarding any hazardous substance discovered on the property and attributable to activities of **GRANTOR**. This covenant shall not apply:

- (a) in any case in which **GRANTEES**, their heir(s), successor(s), or assign(s), are a potentially responsible party (PRP) with respect to the property; or
- (b) to the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEES** their heir(s), successor(s), assign(s), or any party in possession after the date of this conveyance that either:
  - (1) results in a release or threatened release of a hazardous substance that was not located on the property on the date of this conveyance; or
  - (2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

**IN THE EVENT GRANTEES**, their heir(s), successor(s), or assign(s), seek to have **GRANTOR** conduct or pay for any additional response action and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligations or related expenses, **GRANTEES**, their heir(s), successor(s), or assign(s), shall provide **GRANTOR** at least 45-days written notice of such a claim and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by **GRANTEES**, their heir(s), successor(s), or assign(s), or any party in possession.

**GRANTOR** hereby reserves all rights of ingress and egress to the property in any case in which additional response action or corrective action is found to be necessary after the date of this conveyance. Any such entry shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.